

**The University of South Florida and The Aspire Sport Marketing Group LLC**

**Services Agreement Addendum #1**

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In accordance with the terms of the Service Agreement dated January 1<sup>st</sup>, 2016, as amended on October 1, 2018, the parties agree to the following Amendment to the existing Agreement.

1. Term: University and Aspire mutually agree to exercise the option to extend the Agreement for one (1) additional contract year January 1<sup>st</sup>, 2019 through December 31<sup>st</sup>, 2019. Both parties may extend the agreement for one (1) additional contract year January 1<sup>st</sup>, 2020 through December 31<sup>st</sup> 2020. This second extension will be agreed upon by the parties no later than October 1<sup>st</sup>, 2019.
2. Service Provider Personnel: University and Aspire agree to the addition of two (2) Sales and Service Consultants. Aspire will be responsible for providing the following personnel to staff the FRMC, subject to timely reimbursement by University:
  - i. One (1) Manager, Sales and Service
  - ii. Seven (7) Sales and Service Consultants

	Y4	Y5
Aspire Staff	Jan 1 - Dec 31, 2019	Jan 1 - Dec 31, 2020
(1) Manager, Sales & Service	\$84,359	\$86,889
(7) Sales and Service Consultant	\$219,911	\$226,509
<b>Total Labor Costs:</b>	<b>\$304,270</b>	<b>\$313,398</b>

University and Aspire will evaluate staffing levels at the end of each contract year and can mutually agree to the addition and subtraction of personnel per written agreement. Both parties will mutually agree to any staff promotions and salary increases.

3. Financials Terms:
  - i. Season Ticket Renewal Accounts:
    - i. Management Fee:
      1. Season Ticket Holder Accounts: University will provide Aspire season ticket holder accounts to renew each year. Aspire will receive 3% Management Fee on gross ticket revenue from season ticket renewal accounts.
    - ii. Sales Consultant Commission:
      1. Sales Consultants will receive a flat 2% commission on gross season ticket renewal revenue for season ticket renewal accounts.
  - ii. Management Fees paid to Service Provider
    - i. Aspire is eligible to receive 10% Management Fee on individual game ticket sales revenue generated by Aspire.

All other existing terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Addendum to be executed by their duly authorized officers, as of the day and year first above written.

**University of South Florida**  
4202 E. Fowler Ave., ATH100  
Tampa, FL 33620

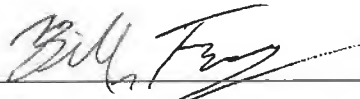
**By:**

  
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Michael Kelly, Vice President of Athletics

Date: 12/13/18

**The Aspire Sport Marketing Group LLC.**  
1720 Peachtree Street NW Suite 1062  
Atlanta, GA 30309

**By:**

  
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Bill Fagan, Chief Operating Officer

Date: 12/14/18